

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

NUCLEAR MANAGEMENT COMPANY, LLC

Case Nos. 18-CA-17112  
18-CA-17263

and

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 949

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NUCLEAR MANAGEMENT COMPANY, LLC

Case No. 18-CA-17250  
(formerly 30-CA-16681-1)

and

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 2150

*Kristyn A. Myers and James L. Fox, Esqs.,*  
for the General Counsel.  
*Kelly R. Baier, Esq., (Bradley and Riley, PC),*  
Cedar Rapids, Iowa, for the Respondent.

DECISION

Statement of the Case

ARTHUR J. AMCHAN, Administrative Law Judge. This case was tried in Minneapolis, Minnesota on July 13, 2004. The charges were filed December 15, 2003, December 24, 2003 and April 22, 2004. Complaints were issued on February 20, 2004, March 31, 2004 and May 13, 2004 respectively.

The General Counsel alleges that Respondent, Nuclear Management Company (NMC), violated Section 8(a)(5) and (1) and 8(a)(3) and (1) in withholding merit pay increases (or lump sum payments in lieu of merit increases) from employees represented by the charging parties in 2004.<sup>1</sup> He also alleges that Respondent violated the Act by failing to make market range reference (MRR) adjustments to the salaries of these employees.

Additionally, the General Counsel alleges that Respondent violated Section 8(a)(1) by prohibiting employees from wearing a union button critical of NMC's chief collective bargaining negotiator and threatening to discipline employees if they did so. He further alleges that Respondent violated Section 8(a)(1) in telling employees to confine the expression of their opinions about the progress of negotiations to the bargaining table. Finally, the General

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<sup>1</sup> A violation of Section 8(a)(3) and 8(a)(5) is alleged in the Complaint in Case No. 18-CA-17250. Only an 8(a)(5) violation is alleged for the same conduct in 18-CA-17112.

Counsel alleges that Respondent violated Section 8(a)(5) in refusing to negotiate with union representatives who wore the button depicting NMC's chief negotiator.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

## Findings of Fact

### I. Jurisdiction

Respondent, Nuclear Management Company's (NMC) main office is located in Hudson, Wisconsin. It operates, but does not own, six nuclear power plants; two in Wisconsin, two in Minnesota and one each in Iowa and Michigan. The instant cases involve the Point Beach plant in Wisconsin and the Prairie Island plant in Welch, Minnesota. At each of these plants NMC annually purchases and receives more than \$50,000 worth of goods and services from out-of-state. NMC admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Unions, the International Brotherhood of Electrical Workers (IBEW), Locals 2150 and 949 are labor organizations within the meaning of Section 2(5) of the Act.

### II. Alleged Unfair Labor Practices

#### *Withholding of Merit Increases, Lump Sum Payments and MRR Adjustments*

Respondent, NMC, took over the management of the Point Beach, Wisconsin and Prairie Island, Minnesota nuclear power plants on January 1, 2001. IBEW Local 949 was certified as the exclusive collective bargaining representative of a unit of Respondent's engineering employees at Prairie Island on July 23, 2002. It was certified as representative of a unit of radiation and chemistry technicians on June 5, 2002 and a unit of quality assurance/quality control employees on September 16, 2002. Local 2150 was certified as the exclusive bargaining representative of a unit of professional employees at Point Beach on December 10, 2003.

Ever since it assumed management of the Prairie Island and Point Beach plants, NMC has paid its employees a base compensation intended to be competitive with compensation for similar positions in the nuclear power industry and/or comparable positions in non-nuclear utility industries and general industry. To that end, Respondent annually surveys companies similar to NMC to determine the market reference range (MRR) of each position at NMC. The market reference range is essentially a range of salaries paid for comparable positions. If the survey data warrants an adjustment to the MRR, an adjustment is made, depending on whether NMC can afford to pay employees at the adjusted rate. MRRs are calculated and applied for all six NMC facilities (fleet-wide) rather than separately for each facility.

A NMC compensation policy document (Jt. Exh. 4) states in this regard:

After the initial determination in 2001, MRRs will be formally updated on a 2-4 year schedule. The frequency of these reviews may be accelerated for certain disciplines where market data is reported to be more volatile. In years where formal reviews are not done, MRRs will be adjusted based on general survey data and consultant recommendation.

In 2002, 2003 and 2004 NMC adjusted the compensation of employees at all six of its plants pursuant to a written company policy (Jt. Exh. 4), based on their performance in the prior year. As updated on January 10, 2002, the policy states:

5           An annual base compensation review will occur at year-end to determine whether  
adjustments to base compensation are warranted. Adjustments are made based on  
employee performance, current compensation relative to market, actual market  
10           movement and NMC's ability to pay. These adjustments may come in the form of lump  
sum amounts and/or adjustments to base compensation. Generally these adjustments  
will be determined in December and made effective the first pay period in the new year.  
This annual review is not an entitlement and does not guarantee all employees will  
receive an increase.

15           Employee performance is evaluated pursuant to Respondent's Performance  
Management Process (PMP). Generally, in January of each year, NMC supervisors draft a plan  
setting forth the performance goals and the company's expectations for each employee. The  
supervisor evaluates each employee at mid-year and at the end of the year and gives each  
employee a grade of "A" (above average) or "B" (average) or "C" (not meeting expectations).

20           Supervisors use a compensation planning matrix to determine the compensation  
adjustments for each employee (Jt. Exh. 5). Generally, supervisors factor in the employee's  
performance with how the employee's current compensation compares with the market  
reference range. For example, an employee with a "A" rating, whose base salary is below the  
25           market reference range will receive a base compensation adjustment (a merit increase) greater  
than average in order to move the employee close to the MRR for his or her position. If an "A"  
employee's current salary is within the MRR or above the MRR, he or she will receive a more  
modest adjustment to base salary or a lump-sum equivalent. Other things being equal, an  
employee with an "A" rating, will receive a greater merit increase than an employee with a "B"  
rating.

30           Similarly the merit increase for an employee with a "B" rating will be greater if the  
employee's salary is below the MRR than if it is within the MRR or above it. An employee with a  
"C" performance rating will not receive any merit increase or lump-sum payment.

35           During collective bargaining negotiations on January 8, 2003, Local 949's Business  
Manager, Vincent Guertin, asked NMC bargaining representative Steven Shields and the  
Director of Engineering at Prairie Island, Scott Northard, whether represented employees would  
receive their merit increases. NMC's representatives replied affirmatively. Respondent granted  
40           merit increases or lump-sum payments to employees represented by Local 949 in early 2003,  
based on their performance in 2002. Adjustments were not made to the MRRs of either  
represented or unrepresented employees at this time because NMC's survey data indicated that  
adjustments were not warranted.

45           The amount employees at Prairie Island paid for their health insurance also increased by  
30% in 2003. Local 949 did not object to this increase. However, it did object, when late in the  
year, Respondent proposed additional changes in employee benefits. On December 5, 2003,  
NMC sent a letter to employees and to Local 949 stating that it was maintaining the status quo  
with regard to benefits for employees represented by Local 949 and that it would not process  
50           merit increases or lump sum payments for these represented employees, or make adjustments  
to their MRRs. On December 10, Union Business Manager Vincent Guertin wrote to NMC  
stating that the merit increases, lump sum payments and MRR adjustments were "established

past practices.” He demanded that NMC retract its decision to withhold these benefits and promised to file an unfair labor practice charge if Respondent did not do so.

On December 16, 2003, approximately a week after the Union won a representation election and three days before the Union was certified, NMC sent a similar letter to IBEW Local 2150 and the professional employees this union represents at Point Beach, Wisconsin. The letter stated that NMC was “maintaining the status quo” with regard to employees represented by Local 2150 and that therefore these employees would not be receiving merit increases, lump sum payments in lieu of merit increases or adjustments to their market reference range. Local 2150’s business manager, Randall Sawicki responded to this letter contending that merit increases and MRR adjustments were established past practices.<sup>2</sup>

In early 2004 NMC effectuated merit increases and lump-sum payments to eligible non-represented employees at both the Prairie Island and Point Beach facilities, as well as at other NMC facilities. MRR adjustments were also made for eligible non-represented employees. Health Insurance premiums for non-represented employees at Prairie Island were increased from 15% to 20%; they were not increased for employees represented by Local 949.

NMC supervisors performed the mid-year and end-of-year performance evaluations for represented employees at both Prairie Island and Point Beach. At least some supervisors informed represented employees as to the approximate merit increase they would have received had Respondent not decided to withhold such payments.

*Prohibition of Union Buttons depicting NMC’s chief negotiator*

Prior to April 21, 2004, NMC and Local 949 held their collective bargaining negotiations in the Prairie Island facility training center, generally from 3:00 p.m. to 7:00 p.m. On April 21, 2004, the Union distributed to its members approximately 100 buttons displaying the picture of NMC’s chief negotiator, Steven Shields, with the words “union buster” above his picture and the words “bad faith” below it.<sup>3</sup> As many of 50 employees wore the button at work. Scott Northard, NMC’s Director of Engineering, summoned unit employees to a meeting at about 3:00 p.m. Northard told employees that the wearing of the button violated Respondent’s code of conduct because it constituted harassment. Respondent has allowed employees to wear other buttons indicating support for the Union. Northard also told employees that they should not be expressing their opinion regarding the progress of collective bargaining negotiations in the workplace. He said that such opinions should be confined to the bargaining sessions.

A bargaining session began almost immediately after the meeting ended. While employee-members of the Union’s bargaining committee did not wear the buttons, Business Representative Vincent Guertin and District Representative James Dahlberg did so. At the meeting, NMC threatened to discipline employees who wore the button and refused to negotiate

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<sup>2</sup> Respondent’s compensation policy also includes incentive payments based on the performance of NMC as a whole and the performance of each individual plant. NMC took the position that incentive payments were an established past practice and in 2004 made incentive payments to employees at the Prairie Island facility who received a performance rating of A or B. Engineering Unit employees at this facility received an incentive payment of approximately 11% of their base salary. The Point Beach facility did not meet its goals and no employees at that facility received an incentive payment.

<sup>3</sup> Shields is an independent labor consultant; he is not an employee of NMC.

with the union representatives on NMC property so long as they wore the buttons.<sup>4</sup> NMC offered to negotiate on April 21 at the union hall or in a nearby parking lot; the Union declined.

On April 22, 2004, Guertin and Dahlberg showed up for negotiations wearing the same button and Respondent informed them that they could not remain on company property while wearing the buttons. Subsequently, NMC offered to meet during regular working hours without any lost pay for employees on the Union's bargaining committee, if union representatives Guertin and Dahlberg ceased wearing the Shields button. The Union accepted this offer and subsequent negotiations were held between the hours of 9:00 a.m. and 4:00 p.m. (Tr. 71).

While Respondent contends that the button depicting Shields violates NMC's code of conduct in that it constituted harassment of its chief negotiator, the Union argues that employees and union representatives had a protected right to wear the buttons to protest what Guertin characterized as sixteen months of unproductive negotiations.<sup>5</sup> At trial, he accused Shields of employing delaying tactics calculated to precipitate a decertification petition.

### *Analysis*

#### *Merit Increases, Lump-Sum Payments and MRR Adjustments*

It is settled law that when employees are represented by a labor organization, their employer violates Section 8(a)(5) by unilaterally changing their terms and conditions of employment, such as their wages or their wage system, regardless of the employer's motive, *NLRB v. Katz*, 369 NLRB 736, 747 (1962). When an employer has an established practice of granting wage increases according to fixed criteria at predictable intervals, a discontinuance of that practice constitutes a change in terms and conditions even if the amount of the increases has varied in the past, *Daly News of Los Angeles*, 315 NLRB 1236, 1237-1241 (1994), enf'd. 73 F. 2d 406 (D.C. Cir. 1996).

The facts in the instant case are materially indistinguishable from those in *Daly News* and in *Rural/Metro Medical Services*, 327 NLRB 49 (1998) another case in which the Board found that the employer violated Section 8(a)(1) in threatening to withhold merit increases. In *Daly News* the employer had taken over its predecessor's operations on January 1, 1986 and granted merit salary increases varying in amount based on each employee's annual performance review. These reviews were performed on the anniversary of the employee's date of hire. In 1986, 1987, 1988 and possibly in 1989, some employees received merit increases in varying amounts based on their performance review and some received no increase, *Daly News of Los Angeles*, 304 NLRB 511 at 514 (1991). The Board found that the *Daly News*' merit increases were an established condition of employment and that the *Daly News* unlawfully threatened to withhold such increases after the Union's certification in 1989.

Similarly, in *Rural/Metro Medical Services*, the employer had only been operating for two years when the Union filed its petition to represent a unit of its employees. Shortly thereafter, the employer issued a memo stating that if the Union prevailed in the representation election it would withhold merit increases that it had awarded annually to employees based on their performance reviews. Merit increases in the prior two years were awarded entirely at the

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<sup>4</sup> Employees ceased to wear the buttons and NMC did not discipline any of them.

<sup>5</sup> Two months later, in June 2004, NMC and the Union reached agreement on a collective bargaining agreement for the Chemistry and Radiation Protection unit. Negotiations concerning the other bargaining units have continued since April.

employer's discretion and ranged from 8% to zero. The Board held that since the employer's merit increase program called for increases on a specific schedule and used specific criteria (the employee's evaluation) the employer was required to maintain the merit increase program unless a change was negotiated with, and agreed to, by the Union, or the parties reached  
 5 impasse after good-faith bargaining.

In the instant case Respondent had a established past practice of granting reviews in January or February based on the end of the year performance reviews for the preceding year. Moreover, it maintained this practice with regard to non-represented employees in 2004.<sup>6</sup>

10 Despite the fact that this past practice had a history of only two years, Board precedent makes it quite clear that Respondent violated Section 8(a)(5) and (1) by withholding these increases, lump-sum payments and adjustments to the market reference ranges.<sup>7</sup> Indeed, since the adjustments to the market reference ranges were the same for all NMC facilities, even the amount of these adjustments were nondiscretionary.<sup>8</sup>

### 15 *The Union Buttons*

In general, employees have a protected right under Section 7 of the Act to make known their concerns and grievances pertaining to the employment relationship, which includes  
 20 wearing union insignia or buttons at work, *Republic Aviation Corp. v. NLRB*, 324 U.S. 793, 801-03 (1945). Section 7 rights, however, may give way when "special circumstances" override the employees' Section 7 interests and legitimize the regulation of such apparel. The Board has previously found such special circumstances justifying the proscription of union slogans or apparel when their display may jeopardize employee safety, damage machinery or products,  
 25 exacerbate employee dissension, or unreasonably interfere with a public image that the employer has established, or when necessary to maintain decorum and discipline among employees, *Nordstrom, Inc.*, 264 NLRB 698, 700 (1982); *Southwestern Bell Telephone Co.*, 200 NLRB 667 at 670 (1972).

30 In a recent case, *Komatsu America Corp.*, 342 NLRB No. 62 (July 30, 2004) the Board held that an employer did not violate the Act by prohibiting the wearing of a union T-shirt protesting the outsourcing of bargaining unit jobs. The T-shirt read "December 7, 1941" on the front and "History Repeats Negotiate Not Intimidate" on the back. The Board majority opined that the T-shirt's message was especially inflammatory and offensive because the employer  
 35 was a Japanese-owned company. Although the Board expressed a concern for the potential

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6 As G.C. exhibits 13 and 14 demonstrate, Respondent developed a schedule for the implementation of the merit increases for all employees for 2004. As exhibit G.C. 18 demonstrates, Respondent decided to withhold the merit increases at Prairie Island sometime  
 40 between October 31 and December 5, 2003.

7 Absent an established past practice, when an employer is in the process of negotiating a comprehensive collective bargaining agreement with a union, it does not violate the Act by withholding a wage increase from bargaining unit employees which it has granted to non-unit employees, *Shell Oil Co., Inc.*, 77 NLRB 1306 (1948). Having found that Respondent violated  
 45 Section 8(a)(5) in withholding merit increases, etc., from represented employees, I deem it unnecessary to opine as to whether NMC also violated Section 8(a)(3) in withholding these increases and whether it violated Section 8(a)(1) by informing represented employees that they were not going to receive these increases.

8 Since it is not before me and because there is insufficient evidence on this issue, I offer no  
 50 opinion as to whether NMC could have adjusted health insurance benefits for represented employees as an "established past practice."

disruption to employee-management relations, it relied primarily on the Union's appeal to ethnic prejudices in allowing its prohibition by the employer.

I find that none of the cases allowing an employer to prohibit the wearing of union insignia supports the Respondent's position in this case. The employees and union representatives wearing the Shields button had little or no contact with the public and the button did not denigrate Respondent apart from its implicit criticism of NMC's dealings with the Union in collective bargaining negotiations. Despite Shields' testimony expressing concern for his safety and that of his family, there is nothing that would objectively suggest a threat of violence. I therefore find that Respondent violated Section 8(a)(1) in prohibiting employees from wearing the button and threatening to discipline those that did so.

The instant case is materially indistinguishable from *Caterpillar Inc.*, 322 NLRB 690, 693 (1996) in which the Board found that the employer unlawfully prohibited employees from wearing a button with the message, "Happiness is waking up in the morning and finding Don Fites' [the employer's CEO] picture on a milk carton." As in *Caterpillar*, the Shields button was in keeping with the Union's position that Shields was an impediment to the successful resolution of contract negotiations. I conclude that it was thus not an unprotected personal attack and did not promote or encourage violence directed at Shields.<sup>9</sup>

I also find that Respondent, by Scott Northard, violated Section 8(a)(1) by prohibiting employees from discussing the progress of collective bargaining negotiations at work. While an employer may prohibit the discussion of non work-related topics during working time, it cannot limit such a prohibition to collective bargaining negotiations or other protected subjects, *Willamette Industries*, 306 NLRB 1010, 1017 (1992); *Orval Kent Food Co.*, 278 NLRB 402, 407 (1986); *Altorfer Machinery Co.*, 332 NLRB 130, 133 (2000); *Jensen Enterprises*, 339 NLRB No. 105 (2003). I infer that NMC did not prohibit the discussion of other non-work related topics in the plant.

#### *Respondent's refusal to negotiate on company property while union negotiators wore the Shields button*

Respondent argues that the Union has waived its right to wear the button depicting Steven Shields by accepting NMC's offer to bargain during regular working hours, with no lost pay for the employees who are on the union bargaining committee. I agree, and dismiss paragraphs 10 and 12 of the Complaint in Case No. 18-CA-17263. The union representatives' right to wear the buttons was fully discussed and consciously explored. The Union clearly waived its interest in wearing the buttons in exchange for NMC's commitment to meet during the regular workday, *Amoco Chemical Co.*, 328 NLRB 1220, 1221-1222 (1999).

#### Summary of Conclusions of Law

1. By December 2003, Respondent had an established practice of annually granting merit salary increases, or lump-sum payments in lieu of merit increases, to employees at the Prairie Island and Point Beach nuclear power plants based on the employee's performance evaluation for the prior year.

<sup>9</sup> The Board's decision in *Caterpillar* was subsequently vacated. However, I deem the reasoning with regard to the union button to be sound and to have precedential value.

2. By December 2003, Respondent had an established practice of annually making adjustments to the market reference range of the salaries of its employees if its survey data indicated that such adjustments were warranted.

5           3. Respondent violated Section 8(a)(5) and (1) by withholding merit increases or lump sum payments and by failing to make market reference range adjustments to the salaries of employees represented by the charging parties at the Prairie Island and Point Beach facilities in 2004.

10           4. Respondent violated Section 8(a)(1) of the Act by prohibiting employees from wearing a union button depicting and criticizing Respondent's chief collective bargaining representative and threatening to discipline employees if they continued to do so.

15           5. Respondent violated Section 8(a)(1) of the Act by telling employees that they were to confine discussion about the progress of collective bargaining negotiations to the bargaining table.

#### Remedy

20           Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

25           On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>10</sup>

#### ORDER

30           The Respondent, Nuclear Management Company, LLC, Hudson, Wisconsin, its officers, agents, successors, and assigns, shall

##### 1. Cease and desist from

35           (a) Making unilateral changes in the terms and conditions of employment of employees represented by a labor organization, such as withholding merit salary increases, lump-sum payments in lieu of merit increases and making adjustments to employees' market reference ranges when these have become established practices.

40           (b) Prohibiting employees from wearing protected union insignia or buttons at work and threatening employees with discipline if they do so.

(c) Prohibiting employees from discussing the progress of collective bargaining negotiations at work.

45           (d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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50           <sup>10</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days of this Order, grant represented employees the merit wage increases, lump-sum payments and market reference range adjustments to which they are entitled retroactive to the first pay period of 2004.

(b) Make employees whole for any loss of earnings and other benefits, with interest, suffered as a result of the withholding of merit increases, lump-sum payments and market reference range adjustments.

(c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(d) Within 14 days after service by the Region, post at its Point Beach, Wisconsin and Prairie Island, Minnesota facilities copies of the attached Notice marked "Appendix."<sup>11</sup> Copies of the Notice, on forms provided by the Regional Director for Region 18, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where Notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the Notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the Notice to all current employees and former employees employed by the Respondent at any time since December 5, 2003.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., September 9, 2004.

\_\_\_\_\_  
Arthur J. Amchan  
Administrative Law Judge

<sup>11</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

WE WILL NOT make changes in the terms and conditions of employment of bargaining unit members without notifying your collective bargaining representative and offering the Union the opportunity to meet and bargain over such changes.

WE WILL NOT withhold from bargaining unit employees merit wage increases, lump-sum payments in lieu of merit increases and market reference range adjustments, or other benefits that are "established past practices."

WE WILL NOT prohibit employees from wearing protected union insignia or buttons at work or threaten employees with discipline if they do so.

WE WILL NOT prohibit employees from discussing the progress of collective bargaining negotiations at work.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL accord bargaining unit members the merit increases, lump-sum adjustments and market reference range adjustments to which they are entitled pursuant to our past practice retroactive to the first pay period of 2004, with interest.

WE WILL, on request, bargain with the Unions, International Brotherhood of Electrical Workers, Local 2150 and Local 949, and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining units.

\_\_\_\_\_  
NUCLEAR MANAGEMENT COMPANY, LLC

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

330 South Second Avenue, Towle Building, Suite 790, Minneapolis, MN 55401-2221

(612) 348-1757, Hours: 8 a.m. to 4:30 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S

COMPLIANCE OFFICER, (612) 348-1770.